

# **Exhibit “1”**

1 Fred W. Schwinn (SBN 225575)  
2 CONSUMER LAW CENTER, INC.  
3 12 South First Street, Suite 1014  
4 San Jose, California 95113-2418  
5 Telephone Number: (408) 294-6100  
6 Facsimile Number: (408) 294-6190  
7 Email Address: fred.schwinn@sjconsumerlaw.com

8 Attorney for Plaintiff  
9 SAMUEL KWESI DADJO

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**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

SAMUEL KWESI DADJO,

Plaintiff,

v.

ENCORE RECEIVABLE MANAGEMENT,  
INC., a Kansas Corporation,

Defendant.

Case No. C07-05856-SC

**PLAINTIFF'S FIRST REQUEST FOR  
ADMISSIONS PROPOUNDED TO  
ENCORE RECEIVABLE  
MANAGEMENT, INC.**

TO: Encore Receivable Management, Inc.  
c/o David J. Kaminski  
Carlson & Messer, LLP  
5959 W. Century Boulevard, Suite 1214  
Los Angeles, CA 90045

**COMES NOW** the Plaintiff and pursuant to Rule 36 of the Federal Rules of Civil Procedure hereby requests Defendant, ENCORE RECEIVABLE MANAGEMENT, INC., make the following admissions under oath and within thirty (30) days from the service of this request, for the purpose of this action only, and subject to all objections as to admissibility which may be interposed at the trial, as to the genuineness of the following described documents and/or truth of the following facts, all as hereinafter set out.

Notice is also given that each matter of which an admission is requested is admitted unless within the time specified after service of the request or within such shorter or longer time as the Court may allow, the party to whom the request is directed serves upon the party requesting the admission a written answer or objection addressed to the matter, signed by the party or by his/her

1 attorney. If objection is made, the reasons therefore shall be stated. The answer shall specifically  
2 deny the matter, or set forth in detail the reasons why the answering party cannot truthfully admit  
3 or deny the matter. A denial shall fairly meet the substance of the requested admission, and when  
4 good faith requires that a party qualify his/her answer to deny only a part of the matter of which an  
5 admission is requested, that party shall specify so much of it as is true and qualify or deny the  
6 remainder. An answering party may not give lack of information or knowledge as a reason for  
7 failure to admit or deny unless s/he states that s/he has made reasonable inquiry and that the  
8 information known or readily obtainable by him/her is insufficient to enable him/her to admit or  
9 deny. A party who considers that a matter of which an admission has been requested presents a  
10 genuine issue for trial may not, on that ground alone, object to the request; s/he may, subject to the  
11 provision of Rule 37(c) of the Federal Rule of Civil Procedure, deny the matter or set forth reasons  
12 why he cannot admit or deny it.

13 Any admission made by a party is for the purpose of this action only and is not an admission  
14 by him/her for any other purpose and may not be used against him/her in any other proceeding.

15 Notice is also given that under the provisions of Rule 37(c)(2) of the Federal Rule of Civil  
16 Procedure if a party fails to admit the genuineness of any documents or the truth of any matter, as  
17 requested under Rule 36 of the Federal Rules of Civil Procedure, and if the party requesting the  
18 admission thereafter proves the genuineness of the document or the truth of the matter, that party  
19 may apply to the Court for an order requiring the other party to pay the reasonable expenses incurred  
20 in making such proof, including a reasonable attorney fee.

### 21 **DEFINITIONS**

22 As used herein, the terms listed below are defined as follows:

- 23 A. The term "Complaint" refers to Plaintiff's Complaint in the above styled action.  
24 B. The term "Answer" refers to Defendant's Answer in the above styled action.  
25 C. The terms "person" or "persons" shall mean all entities, including but not limited to  
26 individuals, groups or associations however formed.  
27 D. The term "you" refers to Defendant, ENCORE RECEIVABLE MANAGEMENT, INC.,  
28 including all past and current employees and agents of this Defendant, and any individual

1 over which this Defendant exercises the power to control and direct.

2 E. The term "the debt" refers to the obligation which you were attempting to collect from the  
3 Plaintiff.

4 **ADMISSIONS REQUESTED**

5 1. Plaintiff, SAMUEL KWESI DADJO, is a "consumer" within the meaning of 15 U.S.C. §  
6 1692a(3).

7 2. Plaintiff, SAMUEL KWESI DADJO, is a "debtor" within the meaning of Cal. Civil Code  
8 § 1788.2(h).

9 3. Defendant, ENCORE RECEIVABLE MANAGEMENT, INC., is a "debt collector" within  
10 the meaning of 15 U.S.C. § 1692a(6).

11 4. The principal business of Defendant, ENCORE RECEIVABLE MANAGEMENT, INC., is  
12 the collection of consumer debts owed or alleged to be owed to another.

13 5. Defendant, ENCORE RECEIVABLE MANAGEMENT, INC., regularly collects or attempts  
14 to collect consumer debts on behalf of its clients.

15 6. Defendant, ENCORE RECEIVABLE MANAGEMENT, INC., is a "debt collector" within  
16 the meaning of Cal. Civil Code § 1788.2(c).

17 7. The financial obligation owed by Plaintiff is a "debt" as that term is defined by 15 U.S.C.  
18 § 1692a(5).

19 8. The financial obligation owed by Plaintiff is a "consumer debt" as that term is defined by  
20 Cal. Civil Code § 1788.2(f).

21 9. Defendant, ENCORE RECEIVABLE MANAGEMENT, INC., was attempting to collect a  
22 financial obligation owed by Plaintiff on April 10, 2007.


23 10. Defendant, ENCORE RECEIVABLE MANAGEMENT, INC., was attempting to collect a  
24 financial obligation owed by Plaintiff on April 11, 2007.

25 11. Defendant, ENCORE RECEIVABLE MANAGEMENT, INC., was attempting to collect a  
26 financial obligation owed by Plaintiff on April 12, 2007.

27 12. Defendant, ENCORE RECEIVABLE MANAGEMENT, INC., was attempting to collect a  
28 financial obligation owed by Plaintiff on April 13, 2007.

- 1 13. Defendant, ENCORE RECEIVABLE MANAGEMENT, INC., was attempting to collect a  
2 financial obligation owed by Plaintiff on April 14, 2007.
- 3 14. Defendant, ENCORE RECEIVABLE MANAGEMENT, INC., was attempting to collect a  
4 financial obligation owed by Plaintiff on April 17, 2007.
- 5 15. Defendant, ENCORE RECEIVABLE MANAGEMENT, INC., was attempting to collect a  
6 financial obligation owed by Plaintiff on April 18, 2007.
- 7 16. Defendant, ENCORE RECEIVABLE MANAGEMENT, INC., was attempting to collect a  
8 financial obligation owed by Plaintiff on April 19, 2007.
- 9 17. Defendant, ENCORE RECEIVABLE MANAGEMENT, INC., was attempting to collect a  
10 financial obligation owed by Plaintiff on April 30, 2007.
- 11 18. Defendant, ENCORE RECEIVABLE MANAGEMENT, INC., used the telephone number  
12 866-802-6985 during April of 2007.
- 13 19. Defendant, ENCORE RECEIVABLE MANAGEMENT, INC., received telephone calls at  
14 the telephone number 866-802-6985 during April of 2007.
- 15 20. Defendant, ENCORE RECEIVABLE MANAGEMENT, INC., used an automated process  
16 to record answering machine messages during April of 2007.

17  
18 CONSUMER LAW CENTER, INC.

19  
20 By:   
21 Fred W. Schwinn (SBN 225575)  
22 12 South First Street, Suite 1014  
23 San Jose, California 95113-2418  
24 Telephone Number: (408) 294-6100  
25 Facsimile Number: (408) 294-6190  
26 Email: fred.schwinn@sjconsumerlaw.com  
27 Attorney for Plaintiff  
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**CERTIFICATE OF SERVICE**

The undersigned, Fred W. Schwinn, does hereby certify that he caused a true and correct copy of the above and foregoing document to be deposited in the United States mail, postage prepaid, addressed to the following:

David J. Kaminski  
Carlson & Messer, LLP  
5959 W. Century Boulevard, Suite 1214  
Los Angeles, CA 90045  
Attorney for Defendant

on this, the 20<sup>th</sup> day of February, 2008.

  
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Fred W. Schwinn